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8

9 UNITED STATES DISTRICT COURT  
10 NORTHERN DISTRICT OF CALIFORNIA

11 HOUTAN PETROLEUM, INC.

12 Plaintiff,

13 vs.

14 CONOCOPHILLIPS COMPANY, a Texas  
corporation and DOES 1 through 10,  
15 Inclusive

16 Defendants.  
17

Case No. 3:07-cv-5627 SC

**CONOCOPHILLIPS' PROPOSED  
SPECIAL VERDICT FORM**

**Trial Date:** August 18, 2008  
**Time:** 10:00 a.m.  
**Courtroom:** 1  
**Before:** Hon. Samuel Conti

18 Defendant and Counter-Plaintiff ConocoPhillips Company ("ConocoPhillips") hereby  
19 proposes the following Special Verdict Form.<sup>1</sup>

20 Dated: August 8, 2008

21 GLYNN & FINLEY, LLP  
CLEMENT L. GLYNN  
22 ADAM FRIEDENBERG

23  
24 By   
Attorneys for Defendant and Counter-  
25 Plaintiff ConocoPhillips Company  
26

27 <sup>1</sup> The parties have worked together in an attempt to submit a proposed special verdict form. The  
28 parties were unable to reach agreement on all sections of the form of verdict and ConocoPhillips  
therefore submits this proposed form for the Court's consideration.

**Special Verdict Form**

Do you find from a preponderance of the evidence:

1. That defendant and counter-plaintiff ConocoPhillips Company ("ConocoPhillips") has proven that its offer to sell its equipment and improvements to plaintiff and counter-defendant Houtan Petroleum, Inc. ("Houtan") was "bona fide"?

Answer Yes or No: \_\_\_\_\_

Proceed to Question No. 2.

2. That Houtan breached its contract with ConocoPhillips by refusing to permit ConocoPhillips to remove its equipment and improvements from Houtan's service station after termination of the parties' franchise agreement?

Answer Yes or No: \_\_\_\_\_

Proceed to Question No. 3.

3. That Houtan has committed a conversion by refusing to permit ConocoPhillips to remove its equipment and improvements after termination of the parties' franchise agreement?

Answer Yes or No: \_\_\_\_\_

If you answered "Yes" to Question No. 2 or 3, proceed to Question No. 4.

If you answered "No" to Question No. 2 and 3, skip Question Nos. 4 and 5 and proceed to Question No. 6.

4. That ConocoPhillips was monetarily damaged as a result of Houtan's failure to permit ConocoPhillips to remove its equipment and improvements after the parties' franchise agreement terminated?

Answer Yes or No: \_\_\_\_\_

If you answered "Yes" to Question No. 4, proceed to Question No. 5.

If you answered "No" to Question No. 4, skip Question No. 5 and proceed to Question No. 6.

5. What do you find to be the monthly fair market rental value of ConocoPhillips' equipment and improvements that ConocoPhillips should be awarded as its damages as a result of

1 Houtan Petroleum's failure to permit ConocoPhillips to remove its equipment and  
2 improvements?

3 Answer with a dollar amount: \$ \_\_\_\_\_

4 Proceed to Question No. 6.

5 6. Was Houtan Petroleum unjustly enriched by retaining control and possession of ConocoPhillips'  
6 equipment and improvements after termination of the parties' franchise agreement?

7 Answer Yes or No \_\_\_\_\_

8

9 If you answered "Yes" to Question No. 6 proceed to Question No. 7.

10 If you answered "No" to Question No. 6, skip Question No. 7 and proceed to Question No. 8.

11

12 7. What profits did Houtan Petroleum receive as a result of its use of ConocoPhillips'  
13 equipment and improvements since the termination of the parties' franchise agreement?

14 Answer with a dollar amount: \$ \_\_\_\_\_

15 Proceed to Question No. 8 only if you answered "Yes" to Question No. 3, above.

16 If you answered "No" to Question No. 3, skip Question Nos. 8 and 9 and have your  
17 foreperson sign and date this form below.

18 Do you find by clear and convincing evidence:

19 8. That Houtan acted with malice, fraud or oppression, or willfully or with reckless  
20 disregard of ConocoPhillips' rights, by refusing to allow ConocoPhillips to remove its  
21 equipment and improvements following termination of the parties franchise agreement?

22 If you answered "Yes" to Question No. 8, proceed to Question No. 9.

23 If you answered "No" to Question No. 8, skip Question No. 9 and have your foreperson  
24 sign and date this form below.

25 ///

26 ///

27 ///

28 ///

9. What do you find to be the amount of punitive damages that ConocoPhillips should be awarded as a result of Houtan Petroleum's conversion of ConocoPhillips' equipment and improvements?

Answer with a dollar amount: \$ \_\_\_\_\_

Date: August \_\_, 2008

\_\_\_\_\_  
Foreperson